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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/083,637	02/27/2002	Craig Mayo	3691-368	1812

23117 7590 11/19/2007
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EXAMINER

REFAI, RAMSEY

ART UNIT	PAPER NUMBER
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3627

MAIL DATE	DELIVERY MODE
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11/19/2007

PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

10/083,637

Applicant(s)

MAYO ET AL.

Examiner

Ramsey Refai

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 06 August 2007.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-12 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-12 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

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DETAILED ACTION

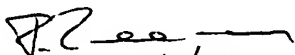
In view of the Appeal Brief filed on August 6, 2007, PROSECUTION IS HEREBY REOPENED. New ground rejections are set forth below.

To avoid abandonment of the application, appellant must exercise one of the following two options:

(1) file a reply under 37 CFR 1.111 (if this Office action is non-final) or a reply under 37 CFR 1.113 (if this Office action is final); or,

(2) initiate a new appeal by filing a notice of appeal under 37 CFR 41.31 followed by an appeal brief under 37 CFR 41.37. The previously paid notice of appeal fee and appeal brief fee can be applied to the new appeal. If, however, the appeal fees set forth in 37 CFR 41.20 have been increased since they were previously paid, then appellant must pay the difference between the increased fees and the amount previously paid.

A Supervisory Patent Examiner (SPE) has approved of reopening prosecution by signing below:

 SVE 3627
11/12/07

Claim Rejections - 35 USC § 112

1. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter, which the applicant regards as his invention.

Claims 1-12 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claims 1-12 include the process of *an expert or technician visually analyzing the window and making a determination*, which is indefinite. The process is based on human judgment, which can vary from individual to individual, and not based upon a defined or specific procedure. The process has therefore rendered the claims vague and indefinite.

Claim Rejections - 35 USC § 103

2. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

3. Claims 1-12 are rejected under 35 U.S.C. 103(a) as being unpatentable over Li (US Patent No. 6,609,050).

4. As per claim 1, Li teaches a method of handling vehicle window warranty claims, the method comprising:

a customer taking a vehicle having *damage* to a retailer (column 1, lines 30-33, column 7, lines 37-41);

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a expert and/or technician at the retailer visually analyzing the damage of the vehicle (column 1, lines 30-48; service advisor analyzes vehicle damage) and making a determination as to whether the damage is a result of activity by: (a) a vehicle manufacturer that assembled the vehicle (column 1, lines 16-18, column 8, lines 27-30, column 6, lines 49-51),

when (a), processing a manufacturer warranty claim from the customer relating to the *vehicle* (column 3, lines 40-42, column 4, lines 25-37)

informing the customer that the damage is not covered by the manufacturer warranty when the expert and/or technician determines (column 6, lines 49-51).

Li teaches warranty processing for any type of vehicle damage (column 7, lines 38-41, Fig 18) but fails to *explicitly* teach that the vehicle damage is *window* damage. However it would have been obvious to one of ordinary skill in the art at the time of the Applicant' s invention to include window damage repair in Li' s system because doing so would provide a more complete automotive repair service.

Li also teaches making a determination of the necessary parts and labor needed to complete the repair (column 1, lines 30-35) and whether the damages are covered by warranty (column 1, lines 16-18, column 8, lines 27-30, column 6, lines 49-51), but fail to teach that a determination is made to whether the damage is the result of *(b) a glass or window supplier that supplied the window to the vehicle manufacturer, or (c) the vehicle window being subject to impact damage from an object impacting the window*. However it would have been obvious to one of ordinary skill in the art to make such a determination because doing so would allow the service advisor to determine whether the window damage would be covered by the manufacturer' s warranty since damage as a result of the manufacturer' s supplier is well known to be covered by manufacturer warranty and also to determine whether the damage is not covered by the warranty since it is well known that windows damaged by objects impacting the

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window are not the result of any activity by the manufacturer and are therefore not covered by the manufacturer's warranty.

Li et al teach making a determination as to a service dealer location based on the warranty status (column 4, lines 34-37) but fails to teach *processing the warranty claim in either a first manner or a second manner different than the first manner depending upon whether the glass expert and/or technician determines (a) or (b), so that the window can be replaced under the warranty*. However it would have been obvious to one of ordinary skill in the art to process the warranty claims of situation a) or b) differently because doing allow for repair costs for damages resulting from supplier activity to be charged directly to the supplier and repair costs for damages as a result of vehicle assembly to be charged directly to the manufacturer.

5. As per claim 2, Li fail to teach *replacing the window in instances of each of (a), (b) and (c), but the retailer ordering a replacement window from a different source when the glass expert and/or technician determines (a) as opposed to (c)*. However it would have been obvious to one of ordinary skill in the art to order a replacement window from a different source when the damages are not covered by the warranty in order to save on repair costs since it is well known that aftermarket replacement parts are cheaper than manufacturer replacement parts.

6. As per claim 3, Li fail to teach *replacing the window in instances of each of (a) and (b), but a different billing and/or paying procedure being carried out depending upon whether the glass expert and/or technician determines (a) or (b)*. However it would have been obvious to one of ordinary skill in the art to process the warranty claims of situation a) or b) differently because doing allow for repair costs for damages resulting from supplier error to be charged directly to

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the supplier and repair costs for damages as a result of assembly to the vehicle to be charged directly to the manufacturer.

7. As per claim 4, Li fail to teach *ordering a replacement window from the vehicle manufacturer when the glass expert and/or technician determines (a) or (b), and the retailer ordering a replacement window from a window supplier different than the vehicle manufacturer when the glass expert and/or technician determines (c)*. However, it would have been obvious to one of ordinary skill in the art to order a replacement window from the manufacturer for situations a and b because both situations are covered under manufacturer warranty and would therefore qualify for manufacturer replacement parts. It would have also been obvious to one of ordinary skill in the art to order a replacement window from a different source when the damages are not covered by the warranty in order to save on repair costs since it is well known that aftermarket replacement parts are cheaper than manufacturer replacement parts.

8. As per claim 5, Li fail to teach *periodically providing the vehicle manufacturer a list of all turned away warranty claims resulting from the glass expert and/or technician determining (c)*. However it would have been obvious to one of ordinary skill in the art to provide such a list to the manufacturer because doing would allow the manufacturer to determine how many windshields are damaged by impact damage.

9. As per claim 6, Li fail to teach *providing the vehicle manufacturer a listing of warranty claim attempts differentiated by at least (a), (b), and (c)*. However it would have been obvious to one of ordinary skill in the art to provide such a listing to the manufacturer because doing so

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would allow the manufacturer to determine how many damaged windows are the results of activity by the manufacturer or the window supplier.

10. As per claim 7, Li fail to teach *the vehicle manufacturer storing warranty claims in a manner so as to differentiate between claims where the glass expert and/or technician determined (a) and claims where the glass expert and/or technician determined (b)*. However, it would have been obvious to one of ordinary skill in the art for a manufacturer to store warranty claims in a differentiating manner between a and b because doing so would allow the manufacturer to determine how many damaged windows are the result of activity by the manufacturer or the window supplier.

11. As per claims 8-12, these claims contain similar limitations as claims 1-7 above, therefore are rejected under the same rationale.

Conclusion

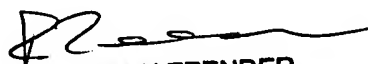
Any inquiry concerning this communication or earlier communications from the examiner should be directed to Ramsey Refai whose telephone number is (571) 272-3975. The examiner can normally be reached on M-F 8:30 - 5:00 p.m..

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Ryan Zeender can be reached on (571) 272-6790. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Ramsey Refai
Examiner
Art Unit 3627
November 9, 2007
/RR/

 11/13/07
F. RYAN ZEENDER
SUPERVISORY PATENT EXAMINER